

**AGREEMENT BETWEEN THE DEADWOOD HISTORIC PRESERVATION
COMMISSION AND MAC CONSTRUCTION COMPANY, INC.
CONCERNING MOUNT MORIAH CEMETERY IMPROVEMENTS**

This Agreement, dated this ____ day of _____, 2021, is by and between the Deadwood Historic Preservation Commission, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “HPC,” and MAC CONSTRUCTION COMPANY, INC., a South Dakota corporation located at 4440 Universal Drive, Rapid City, SD 57702, hereinafter referred to as “MAC.”

WHEREAS, MAC has agreed to complete the following:

- refinish modern steel fencing;
- replace mortar joints flagstone paving;
- replace mortar joints stone wall cap;
- replace mortar and reset stone (walls); and
- install a 7’ pipe rail and knuckle barrier;

in accordance with the design documents provided by the City of Deadwood;

AND WHEREAS, CITY accepted the proposal from MAC for an amount not to exceed Sixty-Nine Thousand Eight Hundred and no/100’s dollars (\$69,800.00), for the above work; and

Based upon the representations and understanding above the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.
3. MAC shall commence work on this project in accordance with the Notice to Bid;

4. MAC shall achieve substantial completion one hundred sixty (160) days from the date of execution of this Agreement.
5. MAC shall pay the sum of \$250.00 per day for each day that the project is not completed beyond the project completion date as specified within the plans and specifications
6. MAC shall purchase and maintain insurance and provide bonds as set forth in the bid instructions;
7. All work shall be done in a professional and workmanlike manner;
8. All work will be subject to a final inspection by the Deadwood Public Works Director and Historic Preservation Officer before acceptance;
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. MAC shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
11. MAC agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of MAC in connection with this agreement or services performed or materials provided pursuant to this contract;
12. CITY may terminate this agreement for cause in the event of default with 30 days notice to MAC;
13. CITY shall pay MAC a sum not to exceed Sixty-Nine Thousand Eight Hundred and no/100's dollars (\$69,800.00), upon completion of work; and
14. MAC shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

Dated this ____ day of _____, 2021.

CITY OF DEADWOOD

